

STATE OF VERMONT
CONTRACT FOR PERSONAL SERVICES
Chittenden County Transportation Authority



Contract # 18266
Page 1 of 2
Amendment #4

AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and Chittenden County Transportation Authority (hereafter called the "Contractor") that the contract on the subject of Medicaid Non-Emergency Medical Transportation services, effective October 1, 2010, is hereby amended effective June 30, 2012 as follows:

By deleting on page 1 of 2 in Amendment #3, Section 2 (Retainage) and substituting in lieu thereof the following Section 2:

2. Retainage. Contractor agrees to a 5% retainage from each monthly invoice. Contractor can invoice for the retainage after the conclusion of each subsequent month. The State will not reimburse this retainage to the Contractor unless the Contractor successfully submits all requested reports and documentation due for that particular month.

An invoice will not be considered complete, and therefore will not be paid, unless all required reports for the invoice period have been submitted to the State.

The Contractor may forfeit all or part of the retainage if the following performance measures are not met during the invoice period:

Required Performance Measures and Reports

1. Call wait times – beneficiaries should have to wait fewer than three minutes to speak to a live person 90% of the time, averaged monthly. The report should provide an average of the call wait times for the month. If a Contractor does not possess an automated voice system, the report should include the total number of calls received as well as the number of calls that were not answered in fewer than three minutes.
2. A complaint log - This report will include Contractor responses to those issues. This contract does not include a specific measure for customer satisfaction; however, the State reserves the right to hold retainage funds if the Contractor's actions deviate from the NEMT manual and result in an interruption to a members transportation benefits.
3. Monthly usage totals - This report will include beneficiary name and UID, date of issuance of bus pass, and usage details for that pass.

If the State determines that one or more performance measures have not been met, the Contractor will receive written notice of the deficiency as well as the amount of money the Contractor is at risk of forfeiting. The State will consider the severity of the deficiency and determine the amount of funding that may be forfeited by the Contractor. This amount will not exceed the full retainage amount for the invoice period. The Contractor will then have 15 days to respond with a corrective action plan to address the deficiency. If the State approves the corrective action plan and the Contractor meets the performance measures in the following invoice period, the State will release the retained funds. If the Contractor fails to correct the deficiency, the Contractor will permanently forfeit the funds. At the State's discretion, the Contractor may be given a longer period to correct the performance deficiency.

If the Contractor wishes to dispute any decision that results in forfeited funding, the Contractor may request a meeting with the Commissioner of the State (or his/her delegate) to discuss the decision.

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By deleting on page 2 of 2 in Amendment #3, Section 4 (Contract Term) and substituting in lieu thereof the following Section 4:

4. **Contract Term:** The period of the Contractor's performance shall begin on October 1, 2010, and end on August 31, 2012.

By deleting on page 2 of 2 in Amendment #3, Section 3 (Maximum Amount) and substituting in lieu thereof the following Section 3:

3. **Maximum Amount:** In consideration of the services to be performed by the Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$75,670.

By deleting on pages 1 of 2 in Amendment #3 (Summary of Billable Services) and substituting in lieu thereof the following Summary of Billable Services:

TYPE OF SERVICE	TYPE OF PAYMENT	DESCRIPTION	SCHEDULE	MAXIMUM UNDER THIS CONTRACT	NOTES
Administrative (General)	Monthly Administrative Fee	Payment for administrative services	\$3290.00/month billed monthly on the 15 th of the month following the month of service	\$75,670.00	
Maximum Under This Contract:				\$75,670.00	

This Amendment consists of two pages. Except as modified by this Amendment and any previous Amendments, all provisions of this contract (# 18266), dated October 1, 2010, shall remain unchanged and in full force and effect.

STATE OF VERMONT

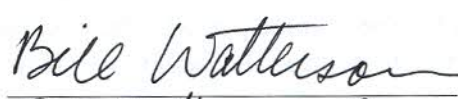
Department of Vermont Health Access

By: 
Vicki Loner, Deputy Commissioner

Date: 6.26.12

CONTRACTOR

Chittenden County Transportation Authority

By: 
Bill Watterson, General Manager

Date: June 21, 2012